

MUNICIPAL DOCKING FACILITIES
CABLE TELEVISION SERVICES AGREEMENT

THIS IS AN AGREEMENT, entered into on March 25, 1997, between:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State
of Florida, hereinafter referred to
as "City,"

and

COMCAST CABLEVISION OF BROWARD COUNTY,
INC., a Florida corporation, hereinafter
referred to as "COMPANY."

Pursuant to Motion adopted at its meeting of December 17, 1996, the City Commission of City authorized the proper City officials to enter into this Agreement.

COMPANY is a duly franchised cable company in the City of Fort Lauderdale.

CITY owns certain dock facilities and desires to make cable television available to its tenants.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. COMPANY agrees to provide cable television service outlets to the following municipal dock locations:

North New River Drive Municipal Docks (between S.E. 1st and S.E. 5th Avenues)	- 16 outlets
South New River Drive Municipal Docks (between Andrews Ave. and New River Tunnel)	- 20 outlets
Sailboat Bend Municipal Docks	- 8 outlets
Birch-Las Olas Municipal Docks	- 15 outlets
Cooley's Landing Comfort Station	- 30 outlets

2. For the period January 12, 1997 - January 11, 1998, CITY shall pay COMPANY for providing the basic tier and

cable programming services tier to each such outlet, the amount of \$6.04 per month, plus taxes and franchise fees if applicable, payable in advance on the first day of the month to which applicable. Such per outlet monthly charge shall thereafter be adjusted annually based on the increase in the GNP-PI or five percent (5%), whichever is less. COMPANY further agrees that each outlet will have the capability of showing one premium channel (at present HBO) on a demand basis for an additional cost to CITY of \$6.00 per outlet per month, plus taxes and franchise fees if applicable.

3. COMPANY agrees to install all necessary cables and related equipment, other than television sets, in order to provide and maintain service for each outlet and CITY agrees to grant COMPANY access to and the right to install and maintain service to each outlet at all reasonable times. COMPANY agrees to maintain all of its equipment and will repair or replace CITY's convertors at its cost of repair or replacement. COMPANY also agrees to install a device known as a locking terminator, at a location mutually agreed upon by both CITY and COMPANY, which device will allow the CITY to control the providing of cable service to each of the outlets.

4. COMPANY agrees that there is no charge to the CITY for the installation and connection of the outlets. The cables and related equipment, exclusive of those convertors purchased from the COMPANY by CITY, shall remain the property of the COMPANY. The CITY shall be responsible for the misuse or any damages caused by alteration or movement of the COMPANY's installations or equipment by any persons other than the COMPANY or its agents.

5. The term of this Agreement shall begin January 12, 1997 and end January 11, 2000. Either party shall have the right to terminate this Agreement without cause upon six (6) months advance written notice to the other party.

6. CITY grants COMPANY a non-exclusive license to provide to CITY by underground or aerial routes, or both, any and all cable television services which include all services utilizing cable, and a non-exclusive license to erect, install, use and maintain such equipment as may be necessary or required for the performance by the COMPANY of its undertaking as herein set forth. This limitation is not intended to and does not exclude the use and maintenance of television antenna systems which may be preexisting.

7. COMPANY acknowledges and agrees that CITY is self-insured.

8. COMPANY agrees that it will perform its work in a good and workmanlike manner.

9. COMPANY's liability under this Agreement is subject to all valid rules, regulations and franchise agreements with all governmental authorities and is further subject to strikes, technical difficulties and conditions beyond its control.

10. Should the CITY fail to pay the monthly outlet fee as set forth in Paragraph 2, above, and any payment remains delinquent for over forty-five (45) days from the date due or should CITY otherwise fail to comply with the provisions of this Agreement, then the CITY may be deemed in default. Failure to pay the fee shall constitute a default of the Agreement and the COMPANY shall be entitled to discontinue services and to require CITY to promptly pay all sums then due.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereof and their respective legal representatives, successors and assigns.

12. Upon termination of this Agreement, the CITY shall grant to the COMPANY the right to remove all of its equipment that it may so desire from the Premises. The COMPANY shall within forty-five days from the date of termination remove and pick-up the equipment and shall give CITY a receipt for same. The failure to pick-up said equipment within the forty-five (45) days period shall not constitute abandonment thereof by the COMPANY. The COMPANY shall have thirty (30) days from the receipt of said equipment to test same to determine if it is in working order, subject to normal wear and tear. In the event that the equipment is not working due to misuse, CITY shall be responsible for the repair thereof. If any equipment is missing, CITY shall be responsible for the replacement cost of same.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

COMCAST CABLEVISION OF BROWARD
COUNTY, INC.

[Signature]

By [Signature] GENERAL MANAGER

[Signature]

(CORPORATE SEAL)

ATTEST:

[Signature]
BUSINESS MANAGER

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me
this 25th day of February, 1997, by Michael B. Sheehy and
Sanjiv, as GENERAL MANAGER and BUSINESS MANAGER,
respectively, of COMCAST CABLEVISION OF BROWARD COUNTY, INC., a
Florida corporation, on behalf of the corporation. They are
personally known to me or have produced
_____ as identification and did not (did) take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

CAROL A. ZITTEL
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

DF:Dockcable97

CAROL A. ZITTEL
OFFICIAL SEAL
Commission Expires 08-18-97
BONDED THROUGH
ALAN INSURANCE SERVICES
CC 308128

WITNESSES:

Patsy H. Adams

Dorothy O'Leary

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By [Signature]
Mayor

By [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney